

BK 0340 PG 0317

RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DOVE RIDGE ESTATES, PHASE II

Each of the lots in Dove Ridge Estates, Phase II ^{as per legal description attached,} shall be impressed with the following covenants, conditions and restrictions for the purpose of carrying out a general plan of development and maintenance of the property.

1. No lot shall be used for any purposes other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached building incidental to residential use. Two or more lots may be combined for use as one lot and in such cases the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.

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2. All dwellings and other structures on the lots must be in compliance with the requirements of the City of Olive Branch Building Department.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes, or other out-buildings shall at any time be used, either temporarily or permanently, as a residence.
4. No obnoxious or offensive trade or activity may be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No business

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or trade of a commercial nature may be carried on upon any lot.

5. Easements for the installation and maintenance of utilities and drainage facilities and all building setbacks are reserved as shown by the plat.
6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No home may be moved into the subdivision.
7. The minimum area of any single story dwelling in Dove Ridge Estates, Phase II shall not be less than 2,000 square feet, exclusive of open porches and double garages. All one and one-half story residences shall have a minimum ground floor area of at least 1,400 square feet, exclusive of open porches and double garages. All two-story residences shall have a minimum ground floor area of 1,400 square feet, exclusive of open porches and double garages. Opening of garages shall not be visible from the street, except for corner lots, and those lots which are granted permitted exceptions by the owner of the subdivision or the Architectural Control Committee. All plans must be approved by the developer and/or the Architectural Control Committee.
8. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or customary signs used by a builder to advertise the property during construction and sale.
9. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot, except that dogs, cats and other small pets may be kept in a limited number and manner for personal use and

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enjoyment only, provided they are not kept, bred or maintained for any commercial purpose, that said animals are not an annoyance or nuisance to the neighborhood, and that the proper fencing and shelter must be provided and approved by owners of the subdivision or the Architectural Control Committee or their successors.

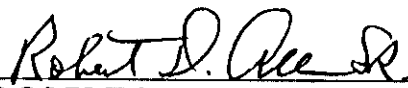
10. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the City of Olive Branch and shall be kept in a clean, sanitary and orderly condition.
11. No structure shall be erected, placed or structurally altered upon any lot in this subdivision until the building plans, specifications and plot plans, showing the location of such structures, have been approved in writing by the Developer and/or the Architectural Control Committee or their successors, as to the conformity and harmony of the quality and exterior and as to location of the buildings with respect to topography and finished ground elevations.
12. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and a current inspection sticker, except for tractors used for the property maintenance only. No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any junk car or truck or mechanical device that is kept within the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.
13. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee. No fences shall be erected on any portion of

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any lot between the front of the residence and the street and between the side of the residence and the street on the corner lots unless same is a Plantation Type Fence or two or three rail split cedar fence. All driveways will be either concrete or asphalt, no gravel driveways will be permitted. Under no circumstances shall any wire fences be allowed.

14. Satellite dishes shall be permitted, however such dish shall not exceed 18" in diameter and must not be visible from the street.
15. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
16. These covenants, conditions and restrictions, or any of them, may be amended only by instrument executed by the Developer, Robert D. Allen, Sr., or by the owners, as the case may be, of at least ninety percent (90%) of the lot owners in the subdivision, including any additions thereto.

I, Robert D. Allen, Sr., as developer and owner of Dove Ridge Estates, Phase II, hereby acknowledge that I have this date executed the above and foregoing Restrictive Covenants, Conditions and Restrictions for Dove Ridge Estates, Phase II, on this the 17th day of September, 1998.



ROBERT D. ALLEN, SR.,
DEVELOPER AND OWNER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, in and for the

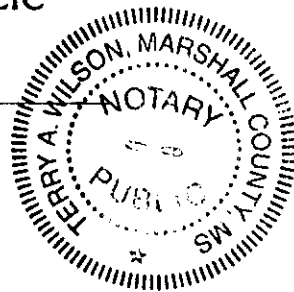
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County and State aforesaid, on this the 17th day of September, 1998, the within named, ROBERT D. ALLEN, SR., who acknowledged that he is the developer and owner of Dove Ridge Estates, Phase II, situated in DeSoto County, Mississippi and who further acknowledged that he executed the above and foregoing Restrictive Covenants, Conditions and Restrictions for Dove Ridge Estates, Phase II for the purposes therein mentioned.

Terry A. Wilson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-1-98

PREPARED BY AND RETURN TO:
WOODS & SNYDER, L.L.C.
P.O. BOX 456
OLIVE BRANCH, MS 38654
(601) 895-2996



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Exhibit "A"

Lots 21-58, Dove Ridge Estates, Phase II, situated in Section 25, Township 1 South, Range 7 West, DeSoto County, Mississippi as per plat recorded in Plat Book 63, Pages 29-30, Chancery Clerk's Office DeSoto County, Mississippi.